

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 07-11-61087

HUD# 07-11-0684-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

ALEC ZAMA

902 SE 5th Street Unit 5

Ankeny, Iowa 50021

REBECCA ZAMA

902 SE 5th Street Unit 5

Ankeny, Iowa 50021

COMPLAINANT

MARY CHAPMAN

Commissioner

Iowa Civil Rights Commission

400 East 14th Street

Des Moines, Iowa 50319

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties: Complainant is a member of the Iowa Civil Rights Commission. Complainant alleged Respondents failed to provide a reasonable accommodation by refusing to waive their “no animals” policy for a service animal and this constituted a denial of rental housing based on disability. In their written response to the complaint, Respondents acknowledged, “At the time of her (potential applicant’s) call we didn’t know that Iowa Code 216.8A requires landlords to change the ‘no pets’ policy for individuals with a disability that require a ‘service animal.’” Respondents also reported after Respondent Alec Zama took the call from the potential applicant he researched fair housing laws on the internet. Upon learning that fair housing laws require housing providers to accommodate individuals with disabilities who are in need of a service animal, he immediately attempted to contact the potential applicant, but her phone number was blocked. Respondents own or manage the subject property located at 1231 SE Village View Lane, Ankeny, Iowa 50021-4029.

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
2. Respondents agree to refrain from committing any act of discrimination in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race,

color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.

3. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful discriminate in the sale or rental or otherwise make unavailable or deny a dwelling to a buyer or renter because of a disability.

42 U.S.C. 3604(f)(1); Iowa Code § 216.8A(3).

4. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling.

42 U.S.C. 3604(f)(3)(b); Iowa Code § 216.8A(3)(c)(2).

5. The parties acknowledge this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

6. The parties agree the terms of this agreement shall be subject to public disclosure unless Complainant and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

7. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

8. The parties enter into this Predetermination Settlement Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

9. The parties agree the execution of this Predetermination Settlement Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

10. Respondents agree the Commission may review compliance with this Settlement Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports.

11. Respondents acknowledge Alec and Rebecca Zama have read and understand the following HUD-approved training materials provided to them by the Commission:

a. "A Comparative Study: Service Animals and Emotional Support Animals under the Fair Housing Act and the Americans with Disabilities Act &

An Overview of Assistance Animal Laws of Select States," by University of Iowa Clinical Law Program, Student Legal Interns Thomas R. Cross, Jill D. Sechser, Joshua W. Newman, Jiajun Zhu; and Professor Leonard A. Sandler (April 18, 2010).

b. "Power Point Training on Service Animals in Housing and Public Accommodations" at:  
<http://www.state.ia.us/government/crc/docs/Service%20Animals%20PowerPoint.pdf>

c. "Power Point Training on Fair Housing" at:  
<http://www.state.ia.us/government/crc/docs/Fair%20Housing%201.1.ppt>

d. "A Consumer's Guide to Fair Housing" at:  
[http://www.state.ia.us/government/crc/docs/ConsumersGuidetoFairHousing\\_May11.pdf](http://www.state.ia.us/government/crc/docs/ConsumersGuidetoFairHousing_May11.pdf)

e. "A Contractor's Guide to Fair Housing" at:  
<http://www.state.ia.us/government/crc/docs/housingguide4contractors.pdf>

f. "ICRC Factsheet: Service and Emotional Support Animals under the Fair Housing Act and the Americans with Disabilities Act" at:

<http://www.state.ia.us/government/crc/docs/Factsheet%20Service%20Animals.pdf>

In their written response to the Commission's questionnaire, Respondents maintain they done considerable reading and research on fair housing law. Respondents maintain they have studied and understand the information presented at the following three HUD and U.S. DOJ websites regarding fair housing law and the obligation of housing providers to make reasonable accommodations for persons with disabilities.

a. Fair Housing Act at U.S. Housing and Urban Development at:  
[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_opp/FHLaws/yourrights](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/FHLaws/yourrights)

b. Fair Housing Act at U.S. Department of Justice at:  
<http://www.justice.gov/crt/about/hce/title8.php>

c. Service Animals brochure from the American with Disabilities Act at: website:  
[http://www.ada.gov/service\\_animals\\_2010.htm](http://www.ada.gov/service_animals_2010.htm)

12. Respondents acknowledge their obligation under State and Federal Fair Housing Laws to waive their no-pet policy as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling. Assistance animals categorized as either service animals or emotional support animals are not considered pets under the Fair Housing Act and cannot be subjected to pet rules, pet fees or pet deposits. Respondents acknowledge waiving a no-pet policy for a service animal or emotional support animal qualifies as a reasonable accommodation if the animal is needed to assist an individual with a disability.

Under State and Federal Fair Housing Laws, waiving a no-pet policy qualifies as a reasonable accommodation for an assistance animal if the animal provides assistance or performs tasks for the benefit of the individual with a disability, such as guiding visually impaired individuals, alerting hearing impaired individuals to sounds and noises, providing protection or rescue assistance, pulling a wheelchair, seeking and retrieving items, alerting individuals to impending seizures, and providing emotional support to persons who have a disability need for such support.

Landlords cannot restrict the type of dog, size or weight of assistance animals and cannot require special tags, equipment, certification or special identification of assistance animals.

13. For all residential rental properties owned and managed, now and in the future, Respondents agree, within thirty (30) days of the execution of this Settlement Agreement, to adopt and implement specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodation. These standards shall comply with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 et seq., and include the following provisions:

Respondents shall inform all applicants and occupants that they may request reasonable accommodations of Respondents' rules, policies, practices, and services. Prior to lease execution, if prospective tenants inquire about reasonable accommodations, Respondents shall inform them of their ability to seek reasonable accommodations. Respondents shall use the following forms:

- Request for Reasonable Accommodation (Attachments 1 and 2), and
- Approval or Denial of Reasonable Accommodation Request

(Attachment 3)

Oral requests for reasonable accommodations shall be recorded by Respondents' employees or agents using the "Request" form, Attachment 2.

Respondents shall keep written records of each request for reasonable accommodation. These records shall include:

- Name, address, and telephone number of the person making the request;
- Date request received;
- Nature of request;
- Whether request granted or denied; and

- If denied, reason(s) for the denial.

Upon adopting specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodations, Respondents shall provide written notice of those standards and procedures to each current and future tenant who has requested an accommodation, in a form substantially equivalent to Attachment 4.

14. Respondents agree to review all current tenant files to determine whether their employees or agents appropriately handled past requests for reasonable accommodations in accordance with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 et seq. If errors were made in the handling of past requests for reasonable accommodations, Respondents shall promptly correct those errors by notifying the affected tenants, granting the requests for reasonable accommodations, and refunding any monies unlawfully collected for pet fees or deposits.

Within ninety (90) days of the execution of this Settlement Agreement, Respondents shall report all errors to the Commission, as well as all actions taken to correct those errors, to the attention of Don Grove, Supervisor of Investigations. For each error, Respondents shall provide:

- Name, address, and telephone number of affected tenant;
- Date of request for reasonable accommodation;
- Nature of request;
- Date affected tenant notified of error; and
- Nature of action taken to correct error.

15. Instead of stating “No pets” in their advertisements for residential rental units, Respondents agree to state “No pets allowed unless assistance animals for persons with disabilities.” The above stated alternative language will be used in all future advertising in newspapers, pamphlets, brochures, other promotional literature, and on any Internet website.

Respondents also agree to send a copy of their first advertisement with the above stated language to the Commission to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of distributing the advertisement.

16. Respondents agree to make a good faith effort to attend and participate in a Fair Housing Event within 120 days of receiving a Closing Letter from the Commission. Respondents also agree if they cannot find a fair housing event to attend, Respondents will be amenable to the Commission's recommendation of an upcoming Fair Housing Event to be hosted in the Des Moines Metro or surrounding communities.

Respondents agree to send written verification to the Commission and provide specifics about the Fair Housing Event they attended, including date, location, and topics discussed, to the Commission, to the attention of Don Grove, Supervisor of Investigations, within 120 days of receiving a closing letter from the Commission.

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Alec Zama, RESPONDENT

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Date

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Rebecca Zama, RESPONDENT

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Date



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Mary Chapman, COMPLAINANT

Date

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Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION